

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

VIOLA WILLIAMSON, an individual; and JAMES WILLIAMSON, an individual,

(b) County of Residence of First Listed Plaintiff Middlesex  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

J.D. Sullivan, Esq., SULLIVAN LAW, 1625 Highway 88, Suite 401, Minden, Nevada 89423, (775) 782-6915

## DEFENDANTS

CECILIA ARZATE-DEMALDONADO and STATE FARM  
MUTUAL AUTOMOBILE INSURANCE COMPANY

County of Residence of First Listed Defendant Clark  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

James E. Harper, Esq., HALL JAFFE & CLAYTON, 7455 W. Washington Ave, S# 460, Las Vegas, NV 89128, (702) 316-4111

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                                   | DEF                        |                                                               | PTF                        | DEF                                   |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgement

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

Brief description of cause:

State Farm's handling of underinsured motorist claim.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/03/2011

SIGNATURE OF ATTORNEY OF RECORD

*James E. Harper*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

1 RILEY A. CLAYTON  
Nevada Bar No. 005260  
2 rclayton@lawhjc.com  
JAMES E. HARPER  
3 Nevada Bar No. 009822  
jharper@lawhjc.com  
4

HALL JAFFE & CLAYTON, LLP  
5 7455 W. WASHINGTON AVENUE  
SUITE 460  
6 LAS VEGAS, NEVADA 89128  
(702) 316-4111  
7 FAX (702)316-4114

8 Attorneys for Defendant,  
State Farm Mutual Automobile Insurance  
9 Company

10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA  
12

13 VIOLA WILLIAMSON, an individual; and  
14 JAMES WILLIAMSON, an individual,

15 Plaintiffs,

16 vs.

17 CECILIA ARZATE-DEMALDONADO; an  
individual; STATE FARM MUTUAL  
18 AUTOMOBILE INSURANCE COMPANY,  
a private mutual insurance company; and  
19 DOES 1 through 50, inclusive,

20 Defendants.  
21

CASE NO.:

**PETITION FOR REMOVAL**

22 TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE  
23 DISTRICT OF NEVADA

24 Defendant, State Farm Mutual Automobile Insurance Company ("State Farm"), by and through its  
25 attorneys, Hall Jaffe & Clayton, LLP, hereby removes this action to the United States District Court for  
26 the District of Nevada.

27 1. This Court has original jurisdiction over the subject matter of this action under the  
28 provisions of 28 U.S.C. § 1332 in that there is complete diversity between the parties and more than

1 \$75,000 in controversy, exclusive of interest and costs.

2       2.       State Farm is a defendant in the above-entitled action now pending in the Ninth Judicial  
3 District Court, Douglas County, Nevada, CV 10CV0375, Dept. 2. State Farm is an Illinois corporation  
4 with its principal place of business in that state, and is authorized to transact insurance under the laws of  
5 the State of Nevada. According to the complaint, Plaintiffs, Viola Williamson and James Williamson  
6 (hereinafter "Plaintiffs"), are citizens and residents of Middlesex County, Nevada. According to the  
7 complaint, Defendant, Cecilia Arzate-Demaldonado, is a citizen and resident of Clark County, Nevada.  
8 As such, complete diversity exists between the Plaintiffs, New Jersey citizens, Defendant, State Farm, an  
9 Illinois corporation, and Defendant Arzate-Demaldonado, a Nevada citizen.

10       3.       The information contained in the claims file, in addition to the allegations in the  
11 complaint, establish that Plaintiffs seek damages in excess of the jurisdictional minimum. In summary,  
12 this case stems from a hit-and-run automobile accident involving Plaintiffs and a vehicle owned by  
13 Defendant Arzate-Demaldonado. As a result of the accident, Plaintiffs' claim they injured their shoulder  
14 and knee, and also suffered severe cervical and lumbar injuries that require spinal surgery. Relevant to  
15 the amount in controversy, Defendant Arzate-Demaldonado purportedly claims that her vehicle was  
16 stolen prior to the accident, even though she never filed a stolen vehicle report. Based on the alleged  
17 automobile theft, however, Defendant Arzate-Demaldonado's automobile insurance carrier, Farmers,  
18 denied Plaintiffs' claims against Defendant Arzate-Demaldonado's liability insurance coverage.  
19 Thereafter, Plaintiff James Williamson made a demand for \$87,500 under his State Farm underinsured  
20 motorist policy with \$100,000/\$300,000 limits based on the purported severity of his injuries, cost of  
21 medical treatment, and Defendant Arzate-Demaldonado's apparent underinsured status. Nevertheless,  
22 absent objective proof that Defendant Arzate-Demaldonado's vehicle was stolen, and based on State  
23 Farm's position that Defendant Arzate-Demaldonado was liable for Plaintiffs' loss despite Farmers'  
24 denial of Plaintiff's bodily injury claim against Defendant Arzate-Demaldonado's liability insurance  
25 coverage, State Farm determined that the Plaintiff's UIM demand was not valid. Thus, under Plaintiff  
26 James Williamson's State Farm UIM contract alone, there is at least \$87,500 in UIM coverage in  
27 dispute. Furthermore, the complaint separately alleges three causes of action, causing damages "in  
28

1 excess of \$10,000;" and includes requests for punitive damages, medical expenses, lost earnings, and  
2 lost earning capacity. Thus, the complaint and underlying factual dispute clearly establish an amount in  
3 controversy that exceeds \$75,000, thereby establishing that removal to federal court is proper.

4 4. The Notice of Removal is timely. Service of the complaint upon State Farm was effected  
5 by service upon the Commissioner of Insurance of the State of Nevada on January 31, 2011.

6 5. A copy of Plaintiff's complaint, Affirmation, summons, and proof of service is attached  
7 hereto as Exhibit "A". This constitutes all of the papers and pleadings served on State Farm.


8 6. State Farm has concurrently filed a copy of this Notice of Removal with the Douglas  
9 County District Court Clerk, and has served a copy of this upon Plaintiff.

10 Based on the foregoing, State Farm hereby removes the above action now pending in the Ninth  
11 Judicial District Court, Douglas County, Nevada, 10CV0375, Dept. 2, to this Court.

12 DATED this 3<sup>rd</sup> day of March, 2011.

13  
14 HALL JAFFE & CLAYTON, LLP

15  
16 By

  
RILEY A. CLAYTON  
Nevada Bar No. 005260  
JAMES E. HARPER  
Nevada Bar No. 009822  
7455 W. Washington Ave, Suite 460  
Las Vegas, Nevada 89128  
Attorneys for Defendant,  
State Farm Mutual Automobile Insurance  
Company

CERTIFICATE OF SERVICE

Pursuant to Rule 5(b) of the Federal Rules of Civil Procedure, I hereby certify under penalty of perjury that I am an employee of HALL JAFFE & CLAYTON, LLP, and that on the 2<sup>nd</sup> day of March, 2011, the foregoing **PETITION FOR REMOVAL** was served upon the parties via the Court's e-filing and service program and by placing an original or true copy thereof in a sealed envelope, and depositing it in the U.S. Mail, postage prepaid, at Las Vegas, Nevada, addressed as follows:

J.D. Sullivan, Esq.  
SULLIVAN LAW  
1625 Highway 88, Suite 401  
Minden, NV 89423  
Fax: (775) 782-3439  
*Attorney for Plaintiffs*

Brent Harsh, Esq.  
RIDDLE & ASSOCIATES  
200 S. Virginia Street, 8<sup>th</sup> Floor  
Reno, NV 89501  
Fax: (775) 686-2401  
*Attorney for Defendant*  
*Cecilia Arzate-demaldonado*

  
An Employee of HALL JAFFE & CLAYTON, LLP

# **EXHIBIT “A”**

30-1998-845

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1 CASE NO. 10060375

FILED

2 DEPT. NO. II

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3  
4 TED THIRAN  
5 P. CHERRY

DOUGLAS  
DISTRICT

6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF DOUGLAS

8  
9 VIOLA WILLIAMSON, an  
10 individual; and JAMES  
11 WILLIAMSON, an individual,

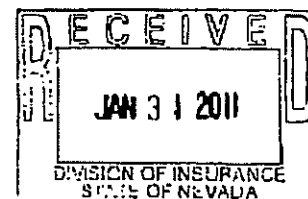
12 Plaintiffs,

13 vs.

CIVIL COMPLAINT FOR  
VEHICULAR NEGLIGENCE,  
INTENTIONAL INFLECTION OF  
EMOTIONAL DISTRESS, AND BREACH  
OF UNDERINSURED MOTORIST  
INSURANCE CONTRACT

14 CECILIA ARZATE-DEMALDONADO; an  
15 individual; STATE FARM MUTUAL  
16 AUTOMOBILE INSURANCE COMPANY,  
17 a private mutual insurance  
18 company; and DOES 1 through  
19 50, inclusive,

20 Defendants.



21 COME NOW PLAINTIFFS, VIOLA WILLIAMSON and JAMES WILLIAMSON,  
22 (collectively "Plaintiffs") by and through their undersigned  
23 counsel, and file this Complaint against the above-named  
24 Defendants, avarring and alleging as follows:

25 PREFACE

26 1. This case involves the negligent acts and omissions of  
27 Defendants, including the violations by Defendant CECILIA ARZATE-  
28 DEMALDONADO of NRS 484B.020 and Clark County Code 14.24.010(c),  
which resulted in serious physical and mental injuries to  
Plaintiffs; the intentional infliction of emotional distress by

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1 Defendants who committed an outrageous hit and run, and the breach  
2 of an underinsured motorist insurance contract by Defendant STATE  
3 FARM MUTUAL AUTOMOBILE INSURANCE COMPANY.

4 PARTIES

5 2. Plaintiff VIOLA WILLIAMSON is, and at all times herein  
6 mentioned was, a resident of Edison, New Jersey. Plaintiff JAMES  
7 WILLIAMSON is, and at all times herein mentioned was, a resident of  
8 Edison, New Jersey.

9 3. Defendant CECILIA ARZATE-DEMALDONADO is, and at all times  
10 herein mentioned was, a resident of Las Vegas, Nevada.

11 4. Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
12 is a private mutual insurance company with its principal place of  
13 business in Bloomington, Illinois.

14 5. The true names and/or capacities of Defendant DOES 1  
15 through 50, are unknown to Plaintiffs, who therefore cannot  
16 identify them at this time. When the true identities and/or  
17 capacities of DOES 1 through 50 are ascertained, Plaintiffs will  
18 seek leave of court to amend this Complaint to reflect same.

19 6. Plaintiffs are informed and believe, and based thereon  
20 allege, that each of the Defendants is, and at all times herein  
21 mentioned was, the agent, servant, and employee of each of the  
22 remaining Defendants, and each of the acts or failures to act of  
23 each of the Defendants, as herein alleged, was within the course  
24 and scope of each such Defendant's authority as such agent,  
25 servant, and employee, with the permission, consent, knowledge,  
26 prior authorization, and subsequent ratification of each of the  
27 remaining Defendants.

28 ///



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FIRST CAUSE OF ACTION

(Negligence against all Defendants)

7. Plaintiffs reallege Paragraphs 1 through 6 and incorporate same herein by reference, as though expressly set forth herein.

8. On December 30, 2010, at approximately 10:44 p.m., Plaintiffs were stopped at a red traffic light, in a rented 2009 Chevrolet Malibu, northbound on North Teyana Way, in the right turn lane, at the intersection with West Cheyenne Avenue, when Defendant CECILIA ARZATE-DEMALDONADO, or an unknown Doe Defendant, negligently drove a 2004 Chevrolet automobile, license plate number 598VRW, northbound on North Teyana Way, in the right turn lane, at an excessive rate of speed in a 35 mile per hour zone, and crashed into the rear of Plaintiff's rented vehicle.

9. Defendant CECILIA ARZATE-DEMALDONADO, or an unknown Doe Defendant, left the scene of the above described accident without giving the information and aid required by NRS 484E.020 and 484E.030.

10. Defendant CECILIA ARZATE-DEMALDONADO was cited for violating NRS 484E.020 and Clark County Code 14.24.010(c), because after failing to reduce speed to avoid a collision, the at-fault driver fled the scene of the accident without providing information or rendering aid. Therefore, Defendant CECILIA ARZATE-DEMALDONADO, or an unknown Doe Defendant, was negligent per se in causing the collision.

11. The Las Vegas Metropolitan Police Department Hit and Run Detail sent a letter to Defendant CECILIA ARZATE-DEMALDONADO on January 5, 2009, regarding the above described hit and run accident. On January 8, 2009, Defendant CECILIA ARZATE-DEMALDONADO

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1 called the Las Vegas Metropolitan Police Department to report that  
2 the subject 2004 Chevrolet vehicle had been stolen. The vehicle  
3 had not been reported stolen prior to January 8, 2009.

4 12. On January 16, 2010, Detective Rooney of the Las Vegas  
5 Metropolitan Police Department met with Defendant CECILIA ARZATE-  
6 DEMALDONADO who provided her insurance information for the subject  
7 vehicle. At that meeting Defendant CECILIA ARZATE-DEMALDONADO  
8 continued to claim that the subject vehicle had been stolen. The  
9 Las Vegas Metropolitan Police Department then ceased its efforts to  
10 attempt to locate the subject vehicle.

11 13. By reason of the subject accident and negligence, as  
12 aforesaid, and as a direct and proximate result thereof, Plaintiff  
13 VIOLA WILLIAMSON received injuries consisting of, but not limited  
14 to, a cervical disc herniation at C4-C5, pressing on the anterior  
15 thecal sac; a bulged cervical disc at C6-C7, pressing on the  
16 anterior thecal sac; right shoulder tendinopathy/tendinitis of the  
17 supraspinatus tendon; lumbar spine disc bulges at L3-L4 and L4-L5,  
18 impinging on the anterior thecal sac; a lumbar spine left sided  
19 central disc herniation at L5-S1, pressing on the anterior thecal  
20 sac and narrowing the left lateral recess; a right knee grade 2  
21 intrameniscal tear within the posterior horn of the medial  
22 meniscus; and right knee joint effusion.

23 14. By reason of the subject accident and negligence, as  
24 aforesaid, and as a direct and proximate result thereof, Plaintiff  
25 JAMES WILLIAMSON received injuries consisting of, but not limited  
26 to, cervical disc bulges at C3-C4, C4-C5 and C5-C6, pressing on the  
27 anterior thecal sacs and narrowing the neural foramina; a lumbar  
28 spine broad-based disc herniation at L4-L5, pressing on the

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1 anterior thecal sac, narrowing the lateral recesses, and causing  
2 spinal stenosis; and a lumbar spine disc bulge at L5-S1, effacing  
3 the anterior epidural fat and narrowing the right lateral recess.

4 15. As a further direct and proximate result of the  
5 negligence of Defendants, and each of them, as herein alleged,  
6 Plaintiffs were required to and did employ physicians and others  
7 for medical examination, treatment and care of injuries, and did  
8 incur medical and incidental expenses which shall be shown,  
9 according to proof at the time of trial.

10 16. As a further, direct and proximate result of the  
11 negligence of Defendants, and each of them, as herein alleged,  
12 Plaintiffs were prevented from attending to their employment  
13 duties, due to their injuries and resulting medical treatment.

14 17. On information and belief, Defendants at or before the  
15 time of the accident, so negligently owned, controlled, managed,  
16 operated, entrusted, permitted use of, and drove their motor  
17 vehicle so as to actually and proximately cause the injuries and  
18 damages alleged herein.

19 18. As a further, direct and proximate result of the  
20 negligence of Defendants, and each of them, as herein alleged, the  
21 injuries thus received by Plaintiffs greatly impaired their health,  
22 strength, and activity, and caused them great mental and physical  
23 pain and suffering, thus damaging Plaintiffs in an amount which  
24 shall be shown, according to proof at the time of trial.

25 ///

26 ///

27 ///

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1 SECOND CAUSE OF ACTION

2 (Intentional Infliction of Emotional Distress  
3 against all Defendants)

4 19. Plaintiffs reallege and incorporate herein by reference  
5 each and every allegation set forth in paragraphs 1-18 above as  
6 though expressly set forth herein.

7 20. Leaving the scene of the subject accident, without  
8 rendering aid to the injured parties, without providing contact  
9 information, and without waiting for the police to arrive so that  
10 citations could be issued, constitutes intentional infliction of  
11 emotional distress due to outrageous conduct.

12 21. As a direct and proximate result of Defendants'  
13 outrageous conduct of "hit and run," Plaintiffs suffered severe  
14 emotional distress.

15 22. As a further direct and proximate result of the conduct  
16 of Defendants, and each of them, as herein alleged, Plaintiffs were  
17 required to and did employ physicians and others for medical  
18 examination, treatment and care of injuries, and did incur medical  
19 and incidental expenses which shall be shown, according to proof at  
20 the time of trial.

21 23. As a further, direct and proximate result of the conduct  
22 of Defendants, and each of them, as herein alleged, Plaintiffs were  
23 prevented from attending to their employment duties, due to their  
24 injuries and resulting medical treatment.

25 24. As a further, direct and proximate result of the conduct  
26 of Defendants, and each of them, as herein alleged, the injuries  
27 thus received by Plaintiffs greatly impaired their health,  
28 strength, and activity, and caused them great mental and physical

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1 pain and suffering, thus damaging Plaintiffs in an amount which  
2 shall be shown, according to proof at the time of trial.

3 25. The foregoing conduct by Defendants was wilful and  
4 oppressive, and in conscious disregard for the safety of Plaintiffs  
5 and the general public. Plaintiffs were injured as a direct and  
6 proximate result of Defendants' misconduct and are therefore  
7 entitled to punitive damages.

8 THIRD CAUSE OF ACTION

9 (Breach of Contract Against STATE FARM

10 MUTUAL AUTOMOBILE INSURANCE COMPANY )

11 26. Plaintiffs reallege and incorporate herein by reference  
12 each and every allegation set forth in paragraphs 1-25 above as  
13 though expressly set forth herein.

14 27. Plaintiffs entered into an Underinsured Motorist  
15 Insurance Contract with Defendant STATE FARM MUTUAL AUTOMOBILE  
16 INSURANCE COMPANY, which obligates Defendant STATE FARM MUTUAL  
17 AUTOMOBILE INSURANCE COMPANY to pay for Plaintiffs' damages that  
18 are in excess of the amount of insurance carried by the at-fault  
19 owner/driver of the subject 2004 Chevrolet vehicle.

20 28. If Defendant CECILIA ARZATE-DEMALDONADO, owner of the  
21 subject vehicle, was driving at the time of the accident, or gave  
22 the at fault driver permission to drive, then Defendant STATE FARM  
23 MUTUAL AUTOMOBILE INSURANCE COMPANY is obligated to pay Plaintiffs'  
24 damages that are in excess of the amount of CECILIA ARZATE-  
25 DEMALDONADO's liability insurance coverage.

26 29. If the subject vehicle was stolen and being driven  
27 without permission at the time of the accident, then Defendant  
28 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY is liable for all of

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1 Plaintiffs' damages, up to the amount of Defendant STATE FARM  
2 MUTUAL AUTOMOBILE INSURANCE COMPANY's liability limits.

3 30. Whether the subject vehicle was in fact stolen or not,  
4 Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY is in  
5 breach of contract for failing to admit liability and pay the  
6 damages it owes.

7 31. By reason of the subject accident and negligence, as  
8 aforesaid, and as a direct and proximate result thereof, Plaintiff  
9 VIOLA WILLIAMSON received injuries consisting of, but not limited  
10 to, a cervical disc herniation at C4-C5, pressing on the anterior  
11 thecal sac; a bulged cervical disc at C6-C7, pressing on the  
12 anterior thecal sac; right shoulder tendinopathy/tendinitis of the  
13 supraspinatus tendon; lumbar spine disc bulges at L3-L4 and L4-L5,  
14 impinging on the anterior thecal sac; a lumbar spine left sided  
15 central disc herniation at L5-S1, pressing on the anterior thecal  
16 sac and narrowing the left lateral recess; a right knee grade 2  
17 intrameniscal tear within the posterior horn of the medial  
18 meniscus; and right knee joint effusion.

19 32. By reason of the subject accident and negligence, as  
20 aforesaid, and as a direct and proximate result thereof, Plaintiff  
21 JAMES WILLIAMSON received injuries consisting of, but not limited  
22 to, cervical disc bulges at C3-C4, C4-C5 and C5-C6, pressing on the  
23 anterior thecal sacs and narrowing the neural foramina; a lumbar  
24 spine broad-based disc herniation at L4-L5, pressing on the  
25 anterior thecal sac, narrowing the lateral recesses, and causing  
26 spinal stenosis; and a lumbar spine disc bulge at L5-S1, effacing  
27 the anterior epidural fat and narrowing the right lateral recess.  
28 ///

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1 33. As a further direct and proximate result of Defendants'  
2 outrageous conduct of "hit and run," Plaintiffs VIOLA WILLIAMSON  
3 and JAMES WILLIAMSON suffered severe emotional distress.

4 34. As a further direct and proximate result of the  
5 negligence of Defendants, and each of them, as herein alleged,  
6 Plaintiffs were required to and did employ physicians and others  
7 for medical examination, treatment and care of injuries, and did  
8 incur medical and incidental expenses which shall be shown,  
9 according to proof at the time of trial.

10 35. As a further, direct and proximate result of the  
11 negligence of Defendants, and each of them, as herein alleged,  
12 Plaintiffs were prevented from attending to their employment  
13 duties, due to their injuries and resulting medical treatment.

14 36. On information and belief, Defendants at or before the  
15 time of the accident, so negligently owned, controlled, managed,  
16 operated, permitted use of, and drove their motor vehicle so as to  
17 actually and proximately cause the injuries and damages alleged  
18 herein.

19 37. As a further, direct and proximate result of the  
20 negligence of Defendants, and each of them, as herein alleged, the  
21 injuries thus received by Plaintiffs greatly impaired their health,  
22 strength, and activity, and caused them great mental and physical  
23 pain and suffering, thus damaging Plaintiffs in an amount which  
24 shall be shown, according to proof at the time of trial.

25 38. Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
26 is contractually obligated to pay Plaintiffs' damages as aforesaid.

27 WHEREFORE, Plaintiffs, pray for judgment against the  
28 Defendants, and each of them, as follows:

30-V998-845

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- 1 1. For general damages in excess of \$10,000;
- 2 2. For punitive damages;
- 3 3. For medical and related expenses according to proof;
- 4 4. For lost earnings and damaged earning capacity, according
- 5 to proof;
- 6 5. For reasonable attorney's fees;
- 7 6. For costs of investigation and litigation reasonably
- 8 incurred;
- 9 7. For prejudgment interest;
- 10 8. For costs of suit herein incurred; and,
- 11 9. For such other relief as the court deems just and proper.

12 Dated: December 8, 2010

SULLIVAN LAW  
A Professional Corporation

13  
14  
15 By:

J. D. SULLIVAN

Attorneys for Plaintiffs,

16  
17 1625 Highway 88, #401  
18 Minden, NV 89423

19 Telephone: (775) 782-6915  
20 Telecopier: (775) 782-3439  
21  
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26  
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28



30-1998-845

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AFFIRMATION PURSUANT TO NRS 239B.030

I, J. D. Sullivan, affirm that the pleading(s) and/or document(s) that I am now presenting to the court in the above-entitled action, do not, to the best of my knowledge, contain any Social Security Number information that is in violation of NRS 239B.030.

Dated: December 8, 2010

SULLIVAN LAW  
A Professional Corporation

By

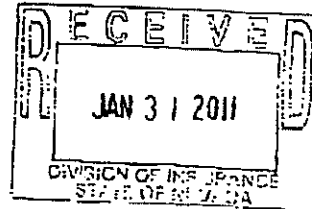
J. D. SULLIVAN

Attorneys for Plaintiffs,

1625 Highway 88, #401  
Minden, NV 89423

Telephone: (775) 782-6915  
Telecopier: (775) 782-3439

- 11 -



AD000000684000181

1 CASE NO. 10CV0375

2 DEPT. NO. II

TEMPERATURE OPERATIONS CENTER  
JEFF FOGARTY

FEB 07 2011

3  
4  
5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
6 IN AND FOR THE COUNTY OF DOUGLAS

7  
8  
9 VIOLA WILLIAMSON, an  
10 individual; and JAMES  
11 WILLIAMSON, an individual,

CIVIL SUITS

12 Plaintiffs,

13 vs.

14 CECILIA ARZATE-DEMALDONADO; an  
15 individual; STATE FARM MUTUAL  
16 AUTOMOBILE INSURANCE COMPANY,  
17 a private mutual insurance  
18 company; and DOES 1 through  
19 50, inclusive,

20 Defendants.

21 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
22 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ  
23 THE INFORMATION BELOW.

24 TO THE DEFENDANT, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY:

25 A civil Complaint has been filed by the Plaintiffs against you  
26 for the relief set forth in the Complaint. This action is brought  
27 to recover damages for serious personal injuries arising out of an  
28 automobile accident that occurred on or about December 30, 2008 in  
Las Vegas, Nevada, as more particularly described in the Complaint  
on file in this Court.

30-V 998-845

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1 1. If you intend to defend this lawsuit, within 20 days after  
2 this Summons is served on you, exclusive of the day of service, you  
3 must do the following:

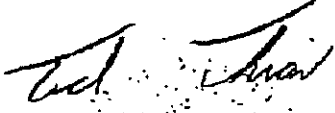

4 a. File with the Clerk of this Court, whose address is  
5 shown below, a formal written response to the Complaint in  
6 accordance with the rules of the Court.

7 b. Serve a copy of your response upon the attorney whose  
8 name and address is shown below.

9 2. Unless you respond, your default will be entered upon  
10 application of the Plaintiffs and this Court may enter a judgment  
11 against you for the relief demanded in the Complaint, which could  
12 result in taking of money or property or other relief requested in  
13 the Complaint.

14 3. If you intend to seek the advice of an attorney in this  
15 matter, you should do so promptly so that your response may be  
16 filed on time.

17  
18 Issued at direction of:  
19 J. D. Sullivan, Esq.  
20 Sullivan Law  
21 1625 Highway 88, #401  
22 Minden, NV 89423  
23 (775) 782-6915  
24 Attorneys for Plaintiffs

  
Clerk of the Court  
  
DEPUTY CLERK Date 12/8/10  
DOUGLAS COUNTY COURT CLERK  
P. O. BOX 218  
MINDEN, NV 89423

25  
26  
27 NOTE: When service is by publication, add a brief statement of the  
28 object of the action. See NV Rules of Civil Procedure, Rule 4(b).

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

TERRY JOHNSON  
Director



BRETT J. BARRATT  
Commissioner of Insurance

30-V998-845

DOL 12-30-08

DEPARTMENT OF BUSINESS AND INDUSTRY TEMPE OPERATIONS CENTER  
DIVISION OF INSURANCE JEFF FOGARTY

1818 East College Pkwy., Suite 103  
Carson City, Nevada 89706  
(775) 687-0700 • Fax (775) 687-0787

Website: dolnv.gov  
Email: insinfo@dni.state.nv.us

FEB 07 2011

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February 1, 2011

State Farm Mutual Automobile Insurance Company  
Attn: Jeff Fogarty  
2700 South Sunland Drive  
Tempe, AZ 85282-3387

RE: Viola Williamson, et al. vs. Cecilia Arzate-Demaldonado, et al.  
Ninth Judicial District Court, Douglas County, Nevada  
Case No. 10CV0375

Dear Mr. Fogarty:

Enclosed please find the following documents: Civil Summons and Civil Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on January 31, 2011.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

BRETT J. BARRATT, ESQ.  
Commissioner of Insurance

By: FELECIA TUIN  
FELECIA TUIN  
Service of Process Clerk

Enclosures  
J.D. Sullivan, Esq.

30-V 998-845

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PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Civil Summons and Civil Complaint upon the following defendant in the within matter, by shipping a copy thereof, via certified mail, return receipt requested and postage prepaid, to the following:

State Farm Mutual Automobile Insurance Company  
Attn: Jeff Fogarty  
2700 South Sunland Drive  
Tempe, AZ 85282-3387  
CERTIFIED MAIL NO: 7007 0710 0004 4590 8277

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 1<sup>st</sup> day of February, 2011.

Felecia Tuin  
FELECIA TUIN  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

RE: Viola Williamson, et al. vs. Cecilia Arzate-Demaldonado, et al.  
Ninth Judicial District Court, Douglas County, Nevada  
Case No. 10CV0375



State of Nevada, Division of Insurance  
The document on which this certificate  
is stamped is a full, true and correct  
copy of the original

Date: 2/1/11 By: Felecia Tuin

30-V998-845

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BRIAN SANTOVAL  
Governor

STATE OF NEVADA

TERRY JOHNSON  
Director

BRETT J. BARRATT  
Commissioner of Insurance



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE  
1818 East College Pkwy., Suite 103  
Carson City, Nevada 89706  
(775) 687-0700 • Fax (775) 687-0787  
Website: doi.nv.gov  
E-mail: insinfo@doistate.nv.us

February 1, 2011

J.D. Sullivan, Esq.  
Sullivan Law  
1625 Highway 88, #401  
Minden, NV 89423

RE: Viola Williamson, et al. vs. Cecilia Arzate-Demaldonado, et al.  
Ninth Judicial District Court, Douglas County, Nevada  
Case No. 10CV0375

Dear Mr. Sullivan:

The Division received the service of process documents on January 31, 2011 regarding the above-entitled matter. Service has been completed on defendant State Farm Mutual Automobile Insurance Company this date and enclosed are the following:

1. A copy of our letter to State Farm Mutual Automobile Insurance Company February 1, 2011;
2. A certified copy of the Proof of Service dated February 1, 2011; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

BRETT J. BARRATT, ESQ.  
Commissioner of Insurance

By: FELECIA TUIN  
FELECIA TUIN  
Service of Process Clerk

Enclosures

c: State Farm Mutual Automobile Insurance Company

30-V998-845

CERTIFIED MAIL

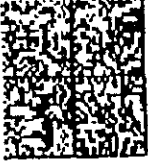
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Station From 6371  
US POSTAG

Hasler



FIRST CLASS

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
ATTN JEFF FOGARTY  
2700 SOUTH SUNLAND DRIVE  
TEMPE AZ 85282-3387

A00000006840000194